

GENERAL TERMS AND CONDITIONS

Section A. Contract

1. CONTRACT AND ACCEPTANCE: The term "Contract" means these General Terms and Conditions for the Purchase of Goods and Services ("T&Cs"), together with all documents specifically referenced herein and any Purchase Order, contract, agreement, specification, statement of work, or other document that incorporates or references these T&Cs.

The Contract constitutes the sole and exclusive agreement between the parties with respect to the Goods and Services and supersedes any inconsistent or additional terms proposed by Supplier unless expressly agreed to in writing by Company.

The term "Company" means Hanwha Materials LLC and any of its affiliates or subsidiaries issuing a Purchase Order under this Contract.

The term "Supplier" means any individual, partnership, corporation, limited liability company, contractor, or other legal entity supplying Goods or providing Services to Company.

"Goods" means all goods, parts, articles, materials, equipment, drawings, specifications, data, documentation, software, tooling, and other items, together with any related services, supplied by Supplier under this Contract.

"Services" means all services, labor, support, engineering, consulting, development, maintenance, testing, inspection, training, or other activities performed by Supplier under this Contract.

This offer expressly limits acceptance to the terms of this Contract, and Company objects to and rejects any additional, inconsistent, or different terms contained in any quotation, acknowledgment, invoice, confirmation, or other communication issued by Supplier unless expressly accepted in writing by Company.

In addition to all other rights and remedies available under this Contract, Company shall be entitled to all rights, warranties, and remedies available under the Uniform Commercial Code as adopted in the State of Delaware and any other applicable law.

Supplier agrees to supply the Goods and perform the Services in accordance with this Contract.

Supplier shall acknowledge receipt of each Purchase Order in writing within five (5) business days after receipt. Failure to provide such acknowledgment within such period shall constitute Supplier's irrevocable acceptance of the Purchase Order in its entirety and without modification. Any additional or inconsistent terms proposed by Supplier shall be null and void unless expressly accepted in writing by Company.

This Contract shall become binding and enforceable upon the earliest of:

- (i) Supplier's written acknowledgment of the Purchase Order;
- (ii) Supplier's commencement of performance;
- (iii) Shipment of any Goods; or

(iv) Supplier's failure to reject the Purchase Order within the five (5) business day acknowledgment period specified above.

Except as expressly stated in this Contract, Company shall have no obligation to purchase any minimum quantity of Goods or Services and may, at its sole discretion, obtain the same or similar Goods or Services from any other source

Section B. Commercial Terms

2. PRICE: Supplier warrants that all prices set forth in this Contract are complete, firm, and inclusive of all costs associated with the Goods and Services. No additional charges of any kind, including but not limited to freight, packaging, labeling, handling, storage, insurance, customs duties, tariffs, taxes, crating, or similar charges, shall be payable by Company unless expressly approved in writing by Company in advance.

Supplier further warrants that the prices, terms, and conditions offered to Company are no less favorable than those offered by Supplier to any other customer purchasing comparable goods or services in similar quantities and under similar commercial conditions.

If, during the term of this Contract, Supplier offers or sells goods or services that are identical or substantially similar to the Goods or Services covered by this Contract at a lower price or on more favorable terms, Supplier shall immediately notify Company and automatically extend such lower price or more favorable terms to Company.

If Company determines, and provides reasonable evidence, that comparable goods or services of equivalent quality and quantity are available from another source at a lower total cost, Supplier shall promptly meet such pricing. If Supplier elects not to match such pricing within ten (10) business days following notice from Company, Company may purchase such goods or services from an alternate source without liability and may reduce any forecasted, committed, or remaining purchase quantities under this Contract accordingly.

Any price reductions, rebates, credits, refunds, or cost savings realized by Supplier during the term of this Contract that are attributable to the Goods or Services shall be promptly passed through to Company

3.INVOICING AND PAYMENT: Supplier shall promptly submit to Company a separate, accurate, and complete invoice for each shipment or performance under this Contract. No invoice shall cover Goods or Services provided under more than one Purchase Order. Each invoice shall be accompanied by all supporting documentation and other information reasonably requested by Company. Company may withhold payment until all required invoices, supporting documentation, certifications, and other requested information have been received, reviewed, and verified.

All invoices received during the period beginning on the first day of a calendar month and ending on the last day of that calendar month (the "Accumulation Period") shall be accumulated for payment purposes. Subject to compliance with the requirements of this Contract, Company shall pay undisputed amounts due on the fourth (4th) day of the fourth (4th) month following the end of the applicable Accumulation Period.

Payment shall be due only for Goods and Services that conform to the requirements of this Contract and are accepted by Company. Payment, partial payment, or processing of any invoice shall not constitute acceptance

of any Goods or Services, nor waive any rights or remedies available to Company under this Contract or applicable law.

Company reserves the right to withhold, reduce, offset, or dispute payment for any nonconforming Goods or Services, shortages, defects, warranty claims, chargebacks, credits, damages, or any other amounts owed by Supplier to Company.

Any cash discounts shall be calculated on the gross invoice amount, excluding separately stated freight charges, duties, taxes, and similar governmental charges. Delays in receipt of proper invoices, supporting documentation, or conforming Goods or Services shall constitute sufficient grounds for withholding payment without loss of any applicable discount privileges.

If the production or delivery of Goods or Services may give rise to mechanics' liens or similar claims, payment shall not become due until Supplier has provided evidence satisfactory to Company that all such liens have been released, discharged, bonded, or otherwise resolved to Company's satisfaction.

For payments made in currencies other than U.S. Dollars, Supplier shall provide electronic funds transfer (EFT) instructions and Company may make all payments electronically to the extent permitted by applicable law.

Company shall have the right, at any time and without prior notice, to set off or recoup any amounts owed by Supplier or any of its affiliates against any amounts payable by Company to Supplier or any of its affiliates.

4.TAXES: Supplier shall be solely responsible for and shall pay all taxes, assessments, levies, duties, fees, and other governmental charges imposed on Supplier or arising from Supplier's performance under this Contract, including any taxes based upon or measured by net income, gross income, gross receipts, franchise rights, business activities, or similar tax bases.

Where Supplier is legally required to collect sales, use, value-added, goods and services, or similar indirect taxes from Company, Supplier shall separately identify such taxes on its invoice and provide all information reasonably required to support the validity of such charges. Company shall only be responsible for taxes that Supplier is legally obligated to collect directly from Company.

Supplier shall be responsible for complying with all applicable tax laws and regulations, including registration, reporting, collection, remittance, and filing obligations in all applicable jurisdictions.

Each invoice submitted by Supplier shall clearly identify the applicable taxing jurisdiction(s) in which the Goods or Services were supplied. Where applicable, Supplier shall accept and honor any valid tax exemption certificate, resale certificate, direct pay permit, or similar documentation provided by Company in lieu of collecting such taxes.

Except for taxes that Supplier is legally required to collect directly from Company, all taxes, duties, tariffs, customs charges, retaliatory duties, surtaxes, import or export charges, and similar governmental assessments relating to the Goods or Services shall be the sole responsibility of Supplier.

Under no circumstances shall Company be responsible for any duties, tariffs, retaliatory duties, surtaxes, customs assessments, or similar charges directly or indirectly imposed on the Goods or Services supplied under this Contract unless expressly agreed to in writing by Company.

Section C. Supply & Delivery

5. ROUTING, RISK OF LOSS, SHIPMENT, TIME FOR PERFORMANCE, AND DELAYS: Time is of the essence with respect to Supplier's performance under this Contract. Supplier shall take all necessary actions, whether ordinary or extraordinary, to ensure timely delivery of all Goods and performance of all Services. Unless otherwise specified in the Purchase Order, Supplier shall deliver all Goods, at Supplier's sole cost and expense, DDP (Incoterms® 2020) to the location designated by Company during normal business hours. All Goods and Services shall be delivered and performed strictly in accordance with the delivery dates, schedules, and milestones specified in the Contract.

If Supplier fails to deliver the Goods or perform the Services in accordance with the agreed delivery schedule, Supplier shall pay Company liquidated damages equal to 0.2% of the total value of the applicable Purchase Order for each day of delay, up to a maximum of fifteen percent (15%) of the Purchase Order value. The parties acknowledge and agree that such liquidated damages represent a reasonable estimate of Company's anticipated damages resulting from delayed performance and are not intended as a penalty.

Company may determine the mode of transportation, routing, and carrier for the Goods. Supplier shall be responsible for any additional transportation, freight, handling, or related costs resulting from Supplier's failure to comply with Company's instructions or delivery requirements.

Title to and risk of loss for the Goods shall pass to Company only upon delivery and acceptance at Company's designated receiving location. Supplier's weight and count shall be conclusive unless Company determines otherwise upon receipt. Company shall have no obligation to pay for quantities delivered in excess of those ordered and may return any excess quantities to Supplier at Supplier's sole expense.

If Supplier becomes aware of any actual or anticipated delay, Supplier shall immediately notify Company in writing, specifying the cause, expected duration, and proposed corrective actions. Supplier shall use its best efforts to eliminate or mitigate any such delay.

Upon receipt of notice of an actual or anticipated delay, Company may, at its sole option and without limiting any other rights or remedies available under this Contract:

- (i) require expedited shipment or alternative transportation arrangements at Supplier's expense;
- (ii) procure substitute Goods or Services from alternate sources, with Supplier responsible for any resulting excess costs and expenses; and/or
- (iii) terminate the applicable Purchase Order or this Contract in whole or in part pursuant to Section 33.

In addition, Company may recover its actual and reasonable administrative costs incurred as a result of late deliveries, including an administrative processing fee of up to \$250 per late shipment received three (3) or more calendar days after the scheduled delivery date. Such fee shall not duplicate or replace the liquidated damages set forth above.

6. CHANGES: Company may, at any time and by written notice, make changes within the general scope of this Contract, including changes to drawings, specifications, designs, materials, packaging, delivery requirements, or other aspects of the Goods or Services. Supplier shall continue performance of this Contract as directed by Company pending resolution of any requested adjustment.

If any such change materially increases or decreases the cost of, or the time required for, Supplier's performance under this Contract, the parties shall negotiate in good faith an equitable adjustment to the applicable price and/or delivery schedule. As a condition to any such adjustment, Supplier shall submit a written request, together with reasonable supporting documentation, within ten (10) business days after receipt of Company's change notice.

Any agreed adjustment shall be documented through a written amendment, change order, or other written instrument executed by both parties and incorporated into the applicable Purchase Order or this Contract.

Under no circumstances shall Supplier be entitled to compensation in excess of the amount authorized in the applicable Purchase Order unless such increase has been expressly approved in writing by Company.

Supplier expressly waives and agrees not to assert any claim for additional compensation based upon quantum meruit, promissory estoppel, unjust enrichment, constructive change, or any similar legal or equitable theory arising from work performed outside the scope of an approved written change

7. PROCESS, MATERIAL, OR DESIGN CHANGES: Supplier shall promptly notify Company in writing of any actual or proposed change affecting the Goods, including any change implemented by Supplier or any of its suppliers, subcontractors, or sub-tier suppliers that may impact the manufacture, quality, performance, or conformity of the Goods (each, a "Material Change").

For purposes of this Section, a "Material Change" includes, without limitation, any change to:

- (i) manufacturing processes or production methods;
- (ii) manufacturing equipment;
- (iii) manufacturing or processing locations;
- (iv) raw materials or component parts;
- (v) suppliers or sources of raw materials or component parts;
- (vi) product design or specifications; or
- (vii) the conversion between manual and automated production processes.

Where a Material Change could reasonably affect the quality, performance, functionality, fit, form, reliability, stability, safety, regulatory compliance, or intended use of the Goods or any component thereof, Supplier shall, at its sole expense, provide Company with representative product samples and supporting validation documentation, including test reports identifying the testing methods and equipment utilized (collectively, the "Conforming Samples").

Supplier shall verify and demonstrate that the Conforming Samples continue to meet all specifications, performance requirements, and contractual obligations applicable to the Goods.

Company shall have sixty (60) days following receipt of notice of the Material Change and any required Conforming Samples to evaluate the proposed change and determine, in its reasonable good-faith judgment, whether the Material Change adversely affects the suitability of the Goods for Company's intended use.

Supplier shall not implement, nor permit any supplier or subcontractor to implement, any Material Change requiring the submission of Conforming Samples without Company's prior written approval.

Any approval by Company of a Material Change shall not relieve Supplier of its obligations under this Contract, including its obligations relating to quality, conformity, performance, warranties, or regulatory compliance

8. TRANSITION OF SUPPLY: In connection with the expiration, termination, or cancellation of this Contract, or Company's decision to transition all or part of its requirements to an alternative supplier, Supplier shall provide reasonable cooperation and assistance to facilitate an orderly and uninterrupted transition of supply (collectively, "Transition Support").

Transition Support shall include, at a minimum:

- (i) continuing to supply all Goods and Services requested by Company, at the prices, quality standards, delivery schedules, and other terms and conditions set forth in this Contract, without surcharge, premium, penalty, or additional conditions, for the period reasonably required by Company to complete the transition to an alternative source of supply, so that no interruption, disruption, or adverse impact occurs in Company's ability to obtain the Goods or Services; and
- (ii) subject to Supplier's reasonable capacity and resource constraints, providing such additional transition assistance, information, technical support, documentation, training, inventory management, production coordination, or other services as Company may reasonably request in writing to facilitate the transition process.

If the transition is not caused by Supplier's breach, default, non-performance, or failure to comply with this Contract, Company shall reimburse Supplier for the reasonable, documented, and actual costs of Transition Support specifically requested by Company, provided that:

- (a) Supplier has provided Company with a written estimate of such costs in advance;
- (b) Company has approved such costs in writing prior to Supplier incurring them; and
- (c) such costs are directly attributable to the requested Transition Support activities.

Company shall have no obligation to reimburse Supplier for any costs, expenses, charges, or liabilities incurred without Company's prior written approval.

Supplier's obligations under this Section shall survive the expiration, termination, or cancellation of this Contract for so long as reasonably necessary to complete the transition of supply.

9. ELECTRONIC COMMERCE: Supplier acknowledges that Company currently utilizes, or may in the future utilize, electronic business-to-business ("B2B") systems, platforms, networks, or other electronic methods to facilitate the exchange of documents and information relating to the purchase of Goods and Services under this Contract.

For purposes of this Section, "Key Documentation" includes Purchase Orders, order acknowledgements, order confirmations, advanced shipping notices (ASNs), change orders, invoices, and any other documents or communications forming part of this Contract.

Suppliers acknowledge and agrees that:

- (i) Supplier currently maintains, or shall promptly implement, the electronic systems, processes, or platforms reasonably designated by Company for the transmission and receipt of Key Documentation; and

(ii) any Key Documentation transmitted, received, executed, accepted, or stored electronically shall not be denied legal validity, enforceability, or admissibility solely because it is in electronic form or was transmitted electronically.

To the extent required by Company, each authorized representative of a party shall use a unique and verifiable electronic identifier, digital credential, code, or signature in connection with electronic transactions. The use of such electronic identification shall constitute a valid signature and shall have the same legal force and effect as an original handwritten signature on a written document.

The parties agree that electronic records and electronically transmitted Key Documentation may be relied upon as evidence of the transactions contemplated by this Contract and shall be deemed original documents for all purposes permitted by applicable law.

Section D. Quality & Warranty

10. WARRANTIES: Supplier warrants that, from the date of delivery and for a period of four (4) years thereafter, all Goods shall:

- (i) be merchantable and free from defects in materials, design, and workmanship;
- (ii) conform to all specifications, drawings, samples, models, and requirements applicable to the Contract;
- (iii) be fit for their intended purpose;
- (iv) consist entirely of new materials and components;
- (v) be free and clear of all liens, encumbrances, and infringement claims; and
- (vi) comply with all applicable laws, regulations, and industry standards.

All warranties shall survive inspection, testing, acceptance, payment, use of the Goods, and termination or expiration of this Contract, and shall extend to Company, its customers, successors, assigns, and end users.

In addition to any other remedies available to Company, Supplier shall, at Company's option and at Supplier's sole cost and expense, promptly redesign, repair, replace, reinstall, or re-perform any nonconforming Goods or Services. If Supplier fails to do so within the period specified by Company, Company may undertake such corrective action itself or through a third party, and Supplier shall reimburse Company for all resulting costs and expenses.

Supplier further warrants that all Services shall be performed in a professional and workmanlike manner, in accordance with industry best practices and all applicable legal requirements.

In the event that any Goods or Services are repaired, replaced, or re-performed pursuant to Supplier's warranty obligations, the warranty period applicable to such repaired, replaced, or re-performed Goods or Services shall commence anew upon completion of such repair, replacement, or re-performance and shall continue for a period equal to the original warranty period set forth in this Section.

For the avoidance of doubt, such renewed warranty shall apply to the repaired, replaced, or re-performed Goods or Services, including any affected components thereof, and shall be in addition to, and not in limitation of, any other rights or remedies available to Company under this Contract or applicable law.

In addition, if Company receives any non-conforming Goods without Company's prior written approval of the nonconformance, Supplier shall be responsible for an administrative processing fee of \$500 per affected shipment, in addition to any other remedies available to Company under this Contract.

11. REJECTION AND REVOCATION OF ACCEPTANCE: Company shall have no obligation to accept or pay for any Goods or Services that, in Company's reasonable judgment, fail to conform to the requirements of this Contract. Company shall have the right, at any reasonable time and place and in any reasonable manner, to inspect, test, audit, or otherwise evaluate any Goods or Services provided under this Contract prior to payment or acceptance. Neither inspection, testing, auditing, payment, nor failure to inspect shall constitute acceptance of any Goods or Services or relieve Supplier of its obligation to provide Goods and Services that fully comply with the requirements of this Contract.

If Company determines that any Goods, Services, or tender of delivery fail to conform to the Contract, Company may, at its sole option:

- (i) reject all such Goods or Services;
- (ii) accept all such Goods or Services; or
- (iii) accept any portion thereof and reject the remainder.

Any notice of nonconformity provided by Company, regardless of form, shall be deemed sufficient notice of breach, and Supplier shall be responsible for all losses, costs, and expenses arising from such nonconformity.

Company reserves the right to revoke acceptance of any Goods or Services where permitted by applicable law, including where any defect, nonconformity, or breach was not reasonably discoverable at the time of acceptance.

Supplier acknowledges that Company accepts Goods and Services in reliance upon Supplier's representations, warranties, certifications, and assurances that such Goods and Services fully comply with the requirements of this Contract.

12. AUDITS AND INSPECTIONS: Company shall have the right, upon reasonable notice and during normal business hours, to review, inspect, and audit any records, documents, invoices, data, systems, or other information reasonably related to Supplier's performance and obligations under this Contract.

Supplier shall maintain such records in an accurate, complete, and readily accessible manner for a period of at least four (4) years following the expiration, termination, or completion of this Contract, or for such longer period as may be required by applicable law or regulatory requirements.

Company shall also have the right, at any reasonable time and place, to inspect, test, verify, or evaluate any Goods prior to delivery to ensure compliance with the requirements of this Contract.

Supplier shall provide reasonable access, facilities, personnel, documentation, and assistance necessary to facilitate any audit, inspection, verification, or testing conducted by Company.

No audit, inspection, review, or testing by Company shall relieve Supplier of any obligation, warranty, or responsibility under this Contract.

13. COUNTERFEIT AND SUSPECT GOODS: Supplier represents and warrants that no Counterfeit or Suspect Goods (as defined below) shall be supplied or delivered to Company under this Contract. Supplier shall promptly notify Company upon becoming aware of, or having reason to suspect, that any Counterfeit or Suspect Goods have been delivered or may have been delivered to Company.

Upon Company's request, Supplier shall provide all documentation reasonably necessary to establish the authenticity, origin, and traceability of any affected Goods.

For purposes of this Contract, "Counterfeit and Suspect Goods" means any material, component, part, or product that:

- (i) is misrepresented as to its source, origin, or quality;
- (ii) is falsely represented as new, unused, or original;
- (iii) bears fraudulent markings, certifications, approvals, or identification indicating compliance with specified standards or requirements;
- (iv) constitutes an unauthorized copy or imitation of a known product;
- (v) is otherwise misrepresented by Supplier; or
- (vi) is subject to reasonable doubt regarding its authenticity based on credible evidence, including without limitation inspection, testing, examination, or other verification methods.

Supplier shall indemnify, defend, and hold harmless Company from and against any and all Claims (as defined herein) arising out of or relating to Counterfeit or Suspect Goods, including without limitation all costs associated with identification, removal, replacement, reinstallation, testing, inspection, containment, and corrective actions.

Supplier shall flow down the requirements of this Section, or equivalent provisions, to all subcontractors, distributors, suppliers, and other lower-tier sources providing items that may be incorporated into, or supplied as, Goods to Company

14. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS: Supplier represents and warrants that:

(i) any chemical substance or mixture supplied under this Contract is listed on the Toxic Substances Control Act (TSCA) Inventory, or that all applicable pre-manufacture notification requirements have been satisfied, and that such substance or mixture may be lawfully manufactured, sold, transported, and used;

(ii) all chemical substances and mixtures delivered under this Contract shall be properly packaged, labeled, and accompanied by all applicable warnings, instructions for use, safety information, and notices required by law or industry practice, and, where supplied in bulk, Supplier shall provide Company with an adequate supply of such labels, instructions, and notices for use within Company's facilities;

(iii) Supplier shall provide, at or prior to delivery and thereafter upon Company's request, all information known to Supplier regarding potential hazards associated with the handling, use, storage, transportation, treatment, or disposal of any chemical substance or mixture supplied under this Contract, including any toxic, hazardous, or harmful characteristics and any precautions necessary to minimize or eliminate such risks; and

(iv) Supplier shall furnish all information reasonably required by Company to comply with applicable environmental, health, safety, hazardous materials, right-to-know, composition, ingredient disclosure, and

similar legal or regulatory requirements, including, upon written request, a complete list of ingredients and their concentrations, together with prompt notice of any subsequent changes.

Supplier agrees, upon Company's request, to accept the return of any unused hazardous or toxic substances or mixtures supplied under this Contract.

Unless otherwise approved in writing by Company's authorized representative prior to shipment, Supplier shall not supply any Goods containing asbestos in excess of the applicable regulatory limit or one percent (1%) by weight of the Goods, whichever is lower.

Supplier further warrants that no Goods supplied under this Contract contain any regulated radioactive material.

Supplier shall indemnify, defend, and hold harmless Company from and against any and all Claims arising out of or relating to any breach of the warranties, representations, or obligations contained in this Section.

Supplier shall be responsible for the proper handling, removal, transportation, treatment, and disposal of any hazardous or regulated materials associated with the Goods and shall bear all costs and expenses associated with any required remediation, cleanup, corrective action, or disposal activities.

Section E. Property & Intellectual Property

15. COMPANY PROPERTY, TOOLING, AND CONSIGNED MATERIAL : All property furnished, paid for, reimbursed, or otherwise provided by Company, including but not limited to tooling, dies, molds, fixtures, gauges, jigs, equipment, materials, components, drawings, specifications, data, software, documentation, and any other property of any kind (collectively, "Company Property"), shall remain the sole and exclusive property of Company at all times.

Supplier shall clearly identify Company Property as Company-owned property and shall maintain such property in good condition and repair, reasonable wear and tear excepted. Supplier shall maintain adequate records regarding the location, condition, use, maintenance, and inventory of all Company Property and shall provide such records to Company upon request.

Any materials, components, or parts supplied by or on behalf of Company for processing, assembly, repair, inspection, testing, or incorporation into Goods shall be deemed consigned property and shall remain the sole property of Company at all times.

Supplier shall use Company Property solely for the performance of this Contract and for no other purpose. Supplier shall not sell, lease, pledge, transfer, dispose of, modify, reverse engineer, duplicate, relocate, or permit any third party to use Company Property without Company's prior written consent.

Supplier shall maintain Company Property free and clear of all liens, encumbrances, security interests, claims, or rights of third parties and shall maintain insurance covering the full replacement value of such property, with Company named as loss payee.

Supplier shall immediately notify Company of any loss, damage, theft, misuse, deterioration, seizure, lien, bankruptcy proceeding, or other event affecting Company Property.

Company shall have the right, upon reasonable notice, to inspect, audit, verify, and physically inventory Company Property at Supplier's facilities during normal business hours.

Company may recover, remove, or require the return of Company Property at any time, with or without cause. Upon Company's request, Supplier shall promptly return such property in good condition, normal wear and tear excepted, at Supplier's expense unless otherwise agreed in writing.

Supplier shall not scrap, destroy, abandon, dispose of, or otherwise remove Company Property from service without Company's prior written authorization.

Supplier assumes all risk of loss or damage to Company Property while such property is in Supplier's possession, custody, or control and shall be responsible for the repair or replacement cost of any lost, damaged, destroyed, or improperly used Company Property.

Supplier shall indemnify, defend, and hold harmless Company from and against any claims, losses, damages, liabilities, costs, or expenses arising out of or relating to Supplier's possession, use, maintenance, or handling of Company Property.

No waiver of any provision, right, remedy, breach, or default under this Contract shall constitute or be deemed a waiver of any other provision, right, remedy, breach, or default, whether similar in nature or otherwise, nor shall any waiver constitute a continuing waiver unless expressly stated in writing

If any provision of this Contract is found to be invalid, illegal, or unenforceable, the parties intend that such provision shall be replaced by a valid and enforceable provision that most closely reflects the original intent and economic effect of the invalid or unenforceable provision, to the maximum extent permitted by applicable law.

16. PRE-EXISTING INTELLECTUAL PROPERTY AND INFRINGEMENT: Each party and its respective licensors shall retain all right, title, and interest in and to its Pre-Existing Materials (as defined herein), including all associated Intellectual Property Rights. Except as expressly permitted under this Contract and solely to the extent necessary for Supplier to perform its obligations hereunder, Supplier shall have no right, license, or other interest in Company's Pre-Existing Materials. All rights not expressly granted are reserved by Company.

"Pre-Existing Materials" means any data, know-how, methodologies, software, products, documents, specifications, technology, or other materials owned or controlled by a party prior to, or independently of, this Contract and provided to the other party in connection with this Contract.

"Intellectual Property Rights" means all rights relating to:

- (i) patents, patent applications, patent disclosures, and inventions;
- (ii) trademarks, service marks, trade names, logos, trade dress, domain names, and associated goodwill;
- (iii) copyrights, copyrightable works, software, mask works, databases, and data rights;
- (iv) trade secrets, know-how, and confidential information; and
- (v) all other intellectual property or proprietary rights, whether registered or unregistered, including all applications, renewals, extensions, continuations, and similar protections recognized in any jurisdiction.

Supplier represents and warrants that the Goods, Services, and any materials, designs, documentation, work product, or other information supplied by or on behalf of Supplier, and Company's use thereof, do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

Supplier shall defend, indemnify, and hold harmless Company and its customers from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of any actual or alleged infringement, misappropriation, or violation of any third-party intellectual property rights relating to the Goods, Services, or materials supplied under this Contract.

In the event of any such claim or infringement, Company may, at its sole option, require Supplier, at Supplier's expense, to:

- (i) obtain for Company the right to continue using the affected Goods, Services, or materials;
- (ii) modify or replace the affected Goods, Services, or materials so that they become non-infringing without materially impairing functionality; or
- (iii) refund the purchase price paid by Company, together with any applicable interest, upon return of the affected Goods.

17. CONTRACT DEVELOPMENTS: Supplier shall promptly disclose to Company all data, information, discoveries, inventions, improvements, modifications, developments, software, databases, documentation, manuals, processes, methodologies, and other materials conceived, created, developed, received, or first reduced to practice by Supplier in connection with the performance of this Contract (collectively, "Contract Developments"). Such disclosures shall be provided in a complete, structured, commonly used, and machine-readable format, together with all metadata reasonably necessary for Company to access, interpret, and utilize such Contract Developments.

All Contract Developments, including without limitation any inventions, discoveries, works of authorship, software (whether in source code or object code form), drawings, specifications, databases, photographs, recordings, trademarks, trade secrets, patents, copyrights, mask works, moral rights, and other intellectual property rights arising from or relating to the performance of this Contract, shall be the sole and exclusive property of Company.

Supplier hereby assigns, and agrees to assign, to Company all right, title, and interest, including all present and future intellectual property rights, in and to all Contract Developments. Company shall have the unrestricted right to use, reproduce, modify, distribute, license, commercialize, and otherwise exploit any Contract Developments without further compensation to Supplier.

To the extent any Contract Development cannot be assigned under applicable law, Supplier hereby grants to Company an irrevocable, worldwide, exclusive, perpetual, royalty-free, fully paid-up license, with the right to sublicense, to make, have made, use, have used, sell, offer for sale, import, and otherwise exploit such Contract Developments.

To the maximum extent permitted by applicable law, all copyrightable Contract Developments shall be deemed "works made for hire." To the extent any such work does not qualify as a work made for hire, Supplier hereby assigns all copyright and related rights therein to Company.

Supplier shall execute and deliver such documents and take such actions as Company may reasonably request to evidence, perfect, register, protect, maintain, or enforce Company's ownership rights in any Contract Developments, including the filing, prosecution, maintenance, renewal, and enforcement of patents, copyrights, trademarks, and other intellectual property rights in any jurisdiction.

Any reasonable, documented, out-of-pocket expenses incurred by Supplier in complying with the obligations set forth in this Section shall be reimbursed by Company.

Supplier represents and warrants that: (i) all Contract Developments are original to Supplier and do not infringe, misappropriate, or otherwise violate the intellectual property or privacy rights of any third party; and (ii) Supplier is not subject to any agreement or obligation that would interfere with the transfer of rights contemplated by this Section.

Supplier shall not use Company's name, trademarks, logos, or other identifying marks for any purpose without Company's prior written consent, except as expressly authorized under this Contract.

18. LIENS: Supplier represents, warrants, and guarantees that no lien, encumbrance, security interest, claim, or charge of any nature shall be filed, asserted, or maintained by Supplier or by any subcontractor, supplier, employee, agent, or other person or entity acting on behalf of or claiming through Supplier against Company, Company's property, or any Goods or Services provided under this Contract.

If any such lien, encumbrance, security interest, claim, or charge is filed or asserted, Supplier shall, at its sole cost and expense, promptly cause the same to be released, discharged, bonded over, or otherwise removed within ten (10) days following notice from Company.

If Supplier fails to do so, Company may take any action necessary to remove, discharge, or bond over such lien or claim, and Supplier shall immediately reimburse Company for all costs, expenses, attorneys' fees, and other amounts incurred by Company in connection therewith.

Supplier shall indemnify, defend, and hold harmless Company from and against any and all losses, damages, liabilities, claims, costs, and expenses arising out of or relating to any such lien, encumbrance, security interest, or claim

Section F. Operational & Site Requirements

19. SAFETY: Supplier shall provide and maintain all safeguards, protective measures, training, supervision, and precautions necessary to prevent injury, illness, death, property damage, environmental harm, or other loss arising out of or relating to the manufacture, delivery, or performance of any Goods or Services under this Contract. Supplier shall be solely responsible for the safety of its employees, subcontractors, agents, and all other persons under its direction or control.

Supplier warrants that all Goods and Services supplied under this Contract shall comply with all applicable laws, regulations, industry standards, and Company's safety, environmental, health, security, quality, and operational requirements.

Supplier shall immediately notify Company upon becoming aware of any actual or suspected safety hazard, product defect, quality issue, environmental incident, regulatory violation, injury, illness, property damage, near miss, or other event that may affect the safety, quality, reliability, or compliance of any Goods or Services provided under this Contract.

Where Supplier performs work on Company premises or at any location under Company's control, Supplier shall ensure that all personnel comply with Company's site rules, environmental, health and safety requirements,

security procedures, and any other policies communicated by Company. Copies of such requirements shall be made available upon request.

Company shall have the right to suspend or stop any work that Company reasonably determines presents an unsafe condition or violates applicable safety requirements. Any such suspension shall not relieve Supplier of its obligations under this Contract and shall not entitle Supplier to any additional compensation, schedule extension, or other adjustment unless otherwise approved in writing by Company.

Supplier shall be responsible for and shall indemnify, defend, and hold harmless Company from and against any losses, damages, claims, liabilities, penalties, fines, costs, or expenses arising out of or related to Supplier's failure to comply with this Section.

20. INSURANCE: Supplier shall, at its own expense and throughout the term of this Contract:

(i) maintain in full force and effect casualty, property, workers' compensation, employer's liability, commercial general liability, and such other insurance coverage as is appropriate for Supplier's business operations and the risks associated with the performance of this Contract ("Insurance");

(ii) comply with all applicable workers' compensation and similar insurance laws and regulations, whether through insurance coverage or approved self-insurance arrangements;

(iii) to the extent permitted by law, waive and cause its insurers to waive any rights of subrogation or contribution against Company, including where Company is named as an additional insured under the applicable policies of Insurance;

(iv) cause Company to be included as an additional insured under such policies of Insurance to the extent customary and appropriate for the risks arising under this Contract, with limits of coverage available to Company no less than those available to Supplier under the applicable policies;

(v) ensure that all such Insurance is primary and non-contributory with respect to any insurance maintained by Company, and that any insurance maintained by Company shall apply only as excess insurance;

(vi) remain solely responsible for all deductibles, self-insured retentions, uninsured amounts, or other forms of self-insurance applicable to such Insurance; and

(vii) upon Company's reasonable request, promptly provide certificates of insurance or other written evidence of coverage, in form and substance reasonably satisfactory to Company, demonstrating compliance with the requirements of this Section.

21. BACKGROUND CHECKS: Supplier shall, at its own expense, conduct appropriate background checks on all employees and independent contractors assigned to perform work on premises owned, leased, or controlled by Company in connection with this Contract. Supplier shall review the results of such background checks prior to assigning such personnel to Company-related work.

Supplier agrees that all background checks shall be conducted in compliance with applicable laws, including the Federal Fair Credit Reporting Act and any other applicable federal, state, or local requirements. Upon request, Supplier shall provide Company with reasonable documentation evidencing such compliance

22. COMPLIANCE WITH COMPANY RULES: Supplier, its employees, subcontractors, agents, representatives, and any other persons acting on Supplier's behalf shall comply with all applicable Company policies, procedures, site requirements, and reasonable instructions, including those relating to environmental protection, health, safety, security, and facility access, while present on premises owned, leased, or controlled by Company.

Company reserves the right to remove, restrict, deny access to, or otherwise prohibit entry of Supplier or any person acting on Supplier's behalf from Company premises for any reason Company reasonably determines to be appropriate.

23. INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Supplier is, and shall remain at all times, an independent contractor of Company. Nothing contained in this Contract shall be construed as creating any employment, agency, partnership, joint venture, fiduciary, or other similar relationship between Company and Supplier.

No employee, representative, agent, contractor, or subcontractor of Supplier shall be deemed to be an employee, representative, or agent of Company for any purpose. Neither party shall have the authority to direct, supervise, or control the employees or personnel of the other party.

Supplier shall not subcontract, delegate, or assign any portion of its obligations under this Contract without Company's prior written consent.

Except with respect to the insurance requirements set forth in this Contract, Supplier shall ensure that all approved subcontractors are bound by terms and conditions substantially equivalent to those contained in this Contract, to the extent applicable to the work being performed.

Any subcontract, purchase order, or other arrangement entered into by Supplier shall not relieve Supplier of any obligation or liability under this Contract, nor shall any such subcontract create any contractual relationship between Company and the subcontractor or otherwise bind Company in any manner.

Supplier shall remain fully responsible for the acts, omissions, performance, and compliance of its subcontractors, suppliers, agents, and representatives to the same extent as if such acts or omissions were those of Supplier.

Section G. Risk Allocation

24. INDEMNIFICATION: Supplier shall indemnify, defend, and hold harmless Company, its directors, officers, employees, agents, representatives, successors, assigns, and customers (collectively, the "Indemnitees") from and against any and all liabilities, claims, demands, actions, suits, judgments, settlements, damages, losses, costs, expenses, fines, penalties, and reasonable attorneys' fees and litigation costs (collectively, "Claims") arising out of or relating to:

- (i) the Goods, the Services, any defects in the Goods or Services, or their design, manufacture, delivery, installation, use, or misuse;
- (ii) any actual or alleged infringement, misappropriation, or violation of a third party's intellectual property rights;
- (iii) Supplier's performance of, or failure to perform, its obligations under this Contract; or

(iv) any breach of this Contract by Supplier, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns,

regardless of whether such Claims arise in whole or in part from the negligence, acts, or omissions of Supplier or any person acting on Supplier's behalf, and regardless of whether any Indemnitee is alleged to have contributed in part to such Claim, except to the extent prohibited by applicable law.

In the event of any actual or alleged intellectual property infringement or misappropriation, Supplier shall, at its sole expense and at Company's option:

- (a) obtain for the Indemnitees the right to continue using, making, selling, importing, or otherwise utilizing the affected Goods;
- (b) modify or replace the affected Goods so that they become non-infringing without materially reducing their functionality, performance, or quality; or
- (c) refund the purchase price paid by Company for the affected Goods.

The indemnification, defense, and hold harmless obligations set forth in this Section are in addition to Supplier's warranty obligations and any other rights or remedies available to Company under this Contract or applicable law, and shall survive inspection, acceptance, payment for, and use of the Goods or Services, as well as the expiration, termination, or cancellation of this Contract.

To the fullest extent permitted by law, Supplier expressly waives any immunity, limitation of liability, exclusive remedy, or similar protection available under any workers' compensation, disability, employee benefit, or similar law, and agrees to indemnify, defend, and hold harmless the Indemnitees from and against any Claims brought by Supplier's employees, agents, representatives, subcontractors, or other personnel arising out of or relating to the matters covered by this Section

25. FORCE MAJEURE: Neither party shall be liable for any delay or failure in the performance of its obligations under this Contract to the extent such delay or failure is caused by an extraordinary, unforeseeable, and unavoidable event beyond the reasonable control of the affected party and not resulting from its fault or negligence, provided that such event was not reasonably contemplated by the parties at the time this Contract was entered into.

The affected party shall promptly notify the other party in writing upon becoming aware of any such event, including the nature of the event, its anticipated impact, and the expected duration of the delay or non-performance.

If Supplier is unable to perform its obligations for any reason arising under this Section, Company may procure substitute goods or services from alternate sources and may reduce its purchasing obligations to Supplier accordingly, without liability or penalty.

Upon written request from the non-affected party, the affected party shall, within three (3) business days, provide reasonable assurances that the delay or non-performance will not exceed thirty (30) days.

If such assurances are not provided, or if the delay or non-performance continues for more than thirty (30) days, the non-affected party may terminate this Contract, in whole or in part, upon written notice to the affected party prior to the resumption of performance.

26. TERMINATION: Company may terminate this Contract, in whole or in part, at any time and for any reason, upon written notice to Supplier.

Upon receipt of a notice of termination, Supplier shall immediately:

- (i) cease all work, services, and activities related to the terminated portion of this Contract; and
- (ii) take all reasonable actions necessary to minimize costs, commitments, liabilities, and obligations arising from such termination.

Unless the termination results from Supplier's breach, default, failure to perform, or failure to provide adequate assurances of performance, Company shall pay Supplier, on a pro rata basis, for conforming Goods delivered and accepted and for Services satisfactorily performed through the effective date of termination.

Upon receipt of such payment, title to all finished Goods, work-in-process, materials, and deliverables for which Company has paid shall immediately vest in Company, and Supplier shall promptly deliver such items to Company in accordance with Company's instructions.

In addition to its termination for convenience rights, Company may terminate this Contract, in whole or in part, immediately upon written notice if, in Company's reasonable judgment:

- (a) the Goods or Services are defective, non-conforming, or not provided in accordance with the delivery schedule or other requirements of this Contract;
- (b) Supplier fails to comply with, perform, or satisfy any obligation, representation, warranty, instruction, specification, or requirement contained in this Contract, including Company's shipping, invoicing, quality, or compliance requirements; or
- (c) Supplier's financial condition, operational capability, creditworthiness, or ability to perform its obligations under this Contract becomes impaired or reasonably appears likely to become impaired.

The rights and remedies set forth in this Section are cumulative and in addition to any other rights or remedies available to Company under this Contract, at law, or in equity.

Under no circumstances shall Company be liable for any anticipated profits, consequential damages, loss of business opportunity, loss of goodwill, or other indirect damages arising from any termination of this Contract.

Company shall have no obligation to pay for any Goods, Services, materials, work-in-process, or other items that fail to conform to the requirements of this Contract, Company specifications, applicable Purchase Orders, or quality requirements, regardless of whether such items have been manufactured, shipped, inspected, or partially completed

Section H. Confidentiality & Data Security

27. CONFIDENTIALITY: During the term of this Contract, Company may provide Supplier with certain confidential, proprietary, technical, commercial, financial, or business information, including but not limited to specifications, drawings, data, intellectual property, trade secrets, know-how, inventions, materials, Personal Data (as defined herein), third-party confidential information, and other non-public information (collectively, "Confidential Information"), whether disclosed orally, visually, electronically, in writing, or by any other means, and whether or not marked as confidential. Supplier shall not upload, submit, disclose, or otherwise make available any Confidential Information to publicly available artificial intelligence platforms, including but not limited to ChatGPT, Google Gemini, Bing Copilot, or similar technologies, nor to any private artificial intelligence tools that interact with or transmit content through the internet.

Confidential Information shall not include information that Supplier can demonstrate through written records:

- (i) is or becomes publicly available through no fault of Supplier or its Representatives;
- (ii) was lawfully received from a third party without any obligation of confidentiality;
- (iii) was already in Supplier's possession prior to disclosure by Company;
- (iv) was independently developed by Supplier without reference to Company's Confidential Information; or
- (v) is required to be disclosed by law or governmental order, provided Supplier gives prompt notice to Company, where legally permitted, and reasonably cooperates with Company in seeking appropriate protection of such information.

Supplier may disclose Confidential Information only to those employees, officers, directors, approved subcontractors, advisors, and agents who require access to such information for purposes of performing obligations under this Contract and who are subject to confidentiality obligations no less restrictive than those set forth herein. Supplier shall remain responsible for any breach of this Section by its Representatives.

Supplier shall, during the term of this Contract and for five (5) years thereafter:

- (a) maintain the confidentiality of Company's Confidential Information using at least the same degree of care used to protect its own confidential information, and in no event less than a commercially reasonable standard of care;
- (b) use Confidential Information solely for purposes of fulfilling its obligations under this Contract; and
- (c) refrain from disclosing Confidential Information except as expressly permitted herein.

Upon Company's request, or upon expiration, termination, or cancellation of this Contract, Supplier shall promptly return or destroy all Confidential Information and, upon request, provide written certification of such return or destruction.

Supplier shall immediately notify Company of any unauthorized disclosure, access, or misuse of Confidential Information and shall be responsible for any resulting breach of confidentiality obligations.

Company shall be entitled to seek injunctive relief, specific performance, or any other equitable remedy, in addition to any other remedies available at law, in the event of an actual or threatened breach of this Section.

The obligations contained in this Section shall survive the expiration, termination, or cancellation of this Contract. Company reserves the right to disclose the existence and terms of this Contract, including pricing and commercial terms, to third parties.

28. DATA PRIVACY: Supplier represents, warrants, and undertakes that its collection, access, use, processing, storage, transfer, and protection of any Personal Data received from, on behalf of, or in connection with Company, its employees, customers, suppliers, or this Contract (collectively, "Personal Data") shall comply with all applicable federal, state, local, and international privacy, data protection, and information security laws, regulations, and requirements (collectively, "Privacy Laws").

Supplier shall process Personal Data only to the extent necessary to perform its obligations under this Contract and strictly in accordance with Company's instructions. Supplier shall: (i) retain Personal Data only for as long as necessary to fulfill the purposes for which it was collected or processed; and (ii) implement and maintain appropriate administrative, technical, and physical safeguards to protect Personal Data against unauthorized access, use, disclosure, alteration, loss, destruction, or misuse.

Supplier shall not disclose, transfer, share, or otherwise make Personal Data available to any third party without Company's prior written consent, except as expressly permitted under this Contract or required by applicable law.

Where required by Company or applicable Privacy Laws, Supplier agrees to enter into a data processing agreement or similar arrangement in a form reasonably acceptable to Company.

Without limiting any obligations under applicable Privacy Laws, Supplier shall promptly notify Company in writing of:

- (a) any actual or suspected breach of this Section;
- (b) any complaint, inquiry, request, or claim relating to Personal Data or Company's obligations under applicable Privacy Laws; or
- (c) any actual or suspected unauthorized access, disclosure, loss, misuse, or security incident involving Personal Data.

Supplier shall fully cooperate with Company in investigating, responding to, mitigating, and resolving any such matter.

If Supplier fails to comply with this Section, any applicable data processing agreement, or any Privacy Law, Company may immediately terminate this Contract without further liability or obligation.

Supplier shall not notify any individual, regulatory authority, governmental body, or other third party regarding any actual or suspected unauthorized access, disclosure, loss, or security incident involving Company's Personal Data without Company's prior written consent, unless such notification is required by applicable law.

By providing business contact information or Personal Data relating to Supplier, its employees, subcontractors, or representatives, Supplier consents to the collection, use, processing, storage, and transfer of such information by Company and its affiliates, subsidiaries, controlled entities, and authorized service providers worldwide for purposes of:

- (a) managing and facilitating the business relationship between the parties;
- (b) maintaining communication with Supplier and its personnel; and

(c) administering, processing, and tracking transactions and business activities relating to this Contract.

Supplier represents and warrants that it has obtained all necessary consents, notices, authorizations, and approvals required under applicable Privacy Laws prior to providing any Personal Data to Company.

Company shall use such information solely for the purposes described above and shall process and protect such information in accordance with applicable Privacy Laws. Where applicable, Company agrees to enter into an appropriate data processing agreement with Supplier.

For the avoidance of doubt, unless otherwise agreed in writing through a separate data processing agreement, neither party shall be deemed to process Personal Data on behalf of the other party.

29. COOKIES AND SIMILAR TRACKING TECHNOLOGIES: To the extent Supplier uses cookies, web beacons, pixels, device identifiers, or any other tracking technologies in connection with the provision of Goods or Services to Company, Supplier shall comply with all applicable laws, regulations, and requirements governing the use of such technologies, including, without limitation, Directive 2002/58/EC on Privacy and Electronic Communications (as amended from time to time) and any implementing legislation or successor laws applicable in relevant jurisdictions.

Supplier shall be responsible for obtaining all necessary notices, consents, permissions, and authorizations required under applicable law for the use of cookies or similar tracking technologies.

Supplier shall not use, nor permit any third party to use, cookies or other tracking technologies in a manner that would result in the unauthorized collection, disclosure, sharing, transfer, sale, or commercialization of Company's Personal Data or information relating to Company, its employees, customers, suppliers, or other business partners.

Supplier shall implement appropriate controls and safeguards to ensure that any cookies or similar tracking technologies used in connection with this Contract are deployed solely for legitimate and authorized business purposes and in compliance with applicable privacy and data protection requirements.

30. INFORMATION SECURITY: Supplier shall implement and maintain appropriate administrative, technical, physical, and organizational safeguards to protect all Confidential Information against unauthorized access, use, disclosure, alteration, destruction, loss, theft, or compromise, whether accidental or intentional.

Supplier shall ensure that its employees, representatives, agents, subcontractors, suppliers, and service providers who have access to Confidential Information maintain security measures consistent with the requirements of this Section.

Supplier shall maintain appropriate information security and cybersecurity programs designed to identify, assess, mitigate, and respond to risks affecting information systems, networks, devices, and Confidential Information, including emerging cybersecurity threats and vulnerabilities.

Supplier shall promptly identify, investigate, contain, and remediate any harmful, malicious, or unauthorized code, software, activity, or cybersecurity incident affecting systems used in connection with this Contract.

Supplier shall notify Company as soon as reasonably practicable upon becoming aware of any confirmed data breach, security incident, unauthorized access, loss, disclosure, or compromise involving Confidential

Information. Such notice shall be provided by email to the contact designated by Company and to Supplier's primary business contact at Company.

Supplier shall: (i) maintain throughout the term of this Contract any information security standards, certifications, or compliance requirements agreed by the parties, including, where applicable, certifications such as Cybersecurity Maturity Model Certification (CMMC); and (ii) promptly notify Company in writing if Supplier becomes unable to maintain such agreed security standards or certifications.

Supplier shall reasonably cooperate with Company in implementing technical safeguards designed to protect Company information and intellectual property, including file monitoring, tracking, or other security technologies approved by Company for the protection of Company-owned files, drawings, specifications, and related information.

Supplier shall comply with the terms of any applicable third-party software license agreements relating to software provided by Company and used by Supplier in connection with the performance of this Contract.

Supplier shall notify Company's primary business contact within twenty-four (24) hours of becoming aware of any change in employment status, job responsibilities, contractor relationship, or access authorization involving any individual who has access to Company facilities, systems, networks, or information and who no longer requires or is authorized to maintain such access.

31. PROTECTION OF CDI/CUI: Supplier shall comply with the requirements set forth in this Section (the "CDI/CUI Requirements") whenever Supplier:

- (i) receives Covered Defense Information ("CDI"), including Controlled Unclassified Information ("CUI"), as defined under DFARS 252.204-7012;
- (ii) processes, stores, transmits, accesses, or otherwise handles CDI or CUI; or
- (iii) accesses Company systems, networks, facilities, or environments in which CDI or CUI is maintained.

The CDI/CUI Requirements include the following:

(a) Supplier represents, warrants, and certifies that it complies, and shall continue to comply throughout the term of this Contract, with all applicable requirements of DFARS 252.204-7012 and any successor or related regulations governing the protection of CDI and CUI.

(b) Supplier represents, warrants, and certifies that it shall comply with all applicable International Traffic in Arms Regulations ("ITAR") and Export Administration Regulations ("EAR") requirements relating to export-controlled information and technology, including ensuring that no foreign person (as defined in 15 CFR 772.1 and 22 CFR 120.15) is granted access to CDI, CUI, or any Company systems, facilities, or information without proper authorization and legal approval.

(c) If Supplier acts as a cloud service provider and stores, processes, or transmits CDI or CUI, Supplier represents, warrants, and certifies that its cloud environment satisfies security requirements equivalent to those required under the Federal Risk and Authorization Management Program ("FedRAMP") Moderate baseline, or any successor standard required by applicable law or regulation

32. ARTIFICIAL INTELLIGENCE: If Supplier provides software, systems, services, or Goods that contain, utilize, incorporate, or are developed using artificial intelligence (“AI”), Supplier represents and warrants that, prior to the development, training, validation, testing, deployment, modification, or use of such AI:

(i) Supplier shall enter into an agreement or amendment with Company addressing the use, protection, and treatment of Company’s Confidential Information in connection with the development, training, validation, modification, testing, deployment, or operation of such AI; and

(ii) Supplier shall ensure that such software, systems, services, or Goods comply with all applicable laws, regulations, standards, and guidance governing artificial intelligence, including, where applicable, the EU Artificial Intelligence Act (Regulation (EU) 2024/1689), relevant United Kingdom AI regulatory requirements, applicable United States federal and state laws, guidance issued by the Federal Trade Commission (FTC) and Equal Employment Opportunity Commission (EEOC), and recognized frameworks such as the NIST AI Risk Management Framework.

Supplier shall monitor applicable AI-related legal and regulatory developments and promptly notify Company of any material change that could affect the compliance status of the applicable software, systems, services, or Goods. Supplier shall reasonably cooperate with Company in implementing any required modifications, controls, safeguards, or corrective actions necessary to maintain compliance.

Supplier shall maintain appropriate records, documentation, governance controls, audit trails, and compliance procedures sufficient to demonstrate ongoing compliance with applicable AI-related legal, regulatory, and ethical requirements.

Section I. Ethics & Compliance

33. LIMITATION ON USE OF PAYMENT: Supplier shall not, directly or indirectly, offer, provide, authorize, or use any money, property, or thing of value received under or pursuant to this Contract for the purpose of improperly or unlawfully influencing any decision, judgment, action, or omission of any individual, governmental authority, commercial entity, or other person in connection with the subject matter of this Contract or any amendment or supplement thereto.

No payment shall be made, and no transaction shall be entered into, in connection with this Contract that is unlawful, improper, or intended to improperly influence any individual or entity.

Supplier shall not make or authorize any payment, transfer of value, gift, benefit, or other consideration that has the purpose or effect of public or commercial bribery, kickbacks, extortion, or any other unlawful or improper means of obtaining business, favorable treatment, or any other improper advantage.

If Supplier breaches any provision of this Section, Company may immediately terminate this Contract, in whole or in part, without liability and without prejudice to any other rights or remedies available to Company under this Contract or applicable law.

34. SUPPLIER CODE OF CONDUCT: Supplier acknowledges that it has access to, has reviewed, understands, and agrees to comply with Company's Supplier Code of Conduct, as published and made available by Company from time to time.

Supplier further acknowledges that the Supplier Code of Conduct may be updated, revised, or replaced periodically, and Supplier agrees to comply with the then-current version as published by Company. Any such updates shall not affect the continuing applicability of the principles, standards, and obligations referenced therein.

Supplier shall ensure that its employees, representatives, agents, subcontractors, and lower-tier suppliers involved in the performance of this Contract comply with the requirements of Company's Supplier Code of Conduct

35. CONFLICT MINERALS AND SPECIALTY METALS: Supplier represents and warrants that any Goods supplied to Company containing conflict minerals, as defined under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (collectively, the "Rule"), shall be sourced only from suppliers that, to the best of Supplier's knowledge following reasonable due diligence, do not directly or indirectly finance or benefit armed groups or contribute to conflict, including within the Democratic Republic of the Congo or any adjoining country.

Supplier agrees to:

- (i) cooperate with Company in conducting any due diligence, inquiry, assessment, or reporting activities required under the Rule;
- (ii) provide timely and accurate information reasonably requested by Company to support compliance with the Rule or any similar applicable law, regulation, or reporting requirement now in effect or adopted in the future; and
- (iii) maintain appropriate records and documentation relating to the sourcing, origin, and due diligence of conflict minerals and make such records available upon reasonable request.

Supplier further represents and warrants that any specialty metals incorporated into Goods supplied under this Contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, as defined in and required by DFARS 252.225-7009, as amended from time to time.

36. FORCED LABOS: Supplier represents, warrants, and agrees that neither Supplier nor any of its suppliers, subcontractors, agents, or other business partners involved in the manufacture, production, delivery, or provision of any Goods or Services (collectively, "Subcontractors") shall use any form of forced, involuntary, indentured, bonded, prison, trafficked, or child labor, including labor provided by North Korean citizens or nationals, Uyghur labor associated with the Xinjiang Uyghur Autonomous Region of China, or any other labor prohibited under applicable law (collectively, "Forced Labor").

Supplier shall implement and maintain reasonable policies, procedures, monitoring activities, and due diligence measures designed to identify, prevent, and eliminate the use of Forced Labor throughout its supply chain, including in connection with the sourcing of raw materials, components, subassemblies, and finished Goods supplied under this Contract.

Supplier shall ensure that its Subcontractors comply with the requirements of this Section and shall maintain records sufficient to demonstrate such compliance.

If Company reasonably determines that Supplier or any of its Subcontractors has violated the requirements of this Section, Company may, in addition to any other rights or remedies available under this Contract or

applicable law, immediately suspend, cancel, or terminate any affected Purchase Order or this Contract, in whole or in part, without liability or further obligation to Supplier.

37. COMPLIANCE WITH TRADE CONTROLS: Supplier represents, warrants, and agrees that:

- (i) the provision of any Goods, Services, commodities, software, technology, or related items under this Contract shall not cause Company to:
 - (a) violate any applicable United States or other applicable Trade Controls (as defined below);
 - (b) unless otherwise expressly agreed in writing, be designated as the importer of record or otherwise become a party to the importation of any Goods or Services; or (c) unless otherwise expressly agreed in writing, be responsible for obtaining licenses, permits, approvals, authorizations, notices, or other governmental filings, or for the payment of any related duties, tariffs, taxes, fees, or charges;
- (ii) (Supplier shall cooperate with Company and provide accurate, complete, and timely information reasonably required to enable Company to comply with applicable Trade Controls and to obtain any related benefits, credits, refunds, or other rights;
- (iii) any transferable credits, refunds, benefits, or incentives associated with the Goods or Services, including duty drawbacks, trade credits, export credits, and similar benefits, shall belong exclusively to Company unless otherwise prohibited by applicable law;
- (iv) neither Supplier nor any of its subcontractors, suppliers, affiliates, or agents is a Sanctioned Person (as defined below);
- (v) none of the Goods, Services, commodities, software, technology, or related materials supplied under this Contract are sourced from, produced by, or involve Forced Labor, Sanctioned Persons, or Sanctioned Countries (as defined below);
- (vi) Supplier shall comply with all applicable legal, regulatory, administrative, import, export, customs, sanctions, and trade compliance requirements relating to the Goods, Services, commodities, software, or technology provided under this Contract; and
- (vii) neither Supplier nor any of its subcontractors, suppliers, or agents shall export, re-export, transfer, disclose, or otherwise provide any Confidential Information from the United States in violation of any applicable law, regulation, order, license requirement, export control restriction, or governmental directive, including those relating to export-controlled data, technical information, or technology.

For purposes of this Contract:

“Trade Controls” means any applicable economic sanctions, export controls, import controls, customs laws, anti-boycott laws, regulations, orders, or restrictions.

“Sanctioned Countries” means any country, territory, or government that is subject to comprehensive or substantially comprehensive sanctions or trade restrictions.

“Sanctioned Persons” means: (x) any person or entity identified on a sanctions list, restricted party list, denied party list, or similar governmental list maintained by the United States, European Union, United Kingdom, United Nations, or other applicable authority; (y) any individual or entity located in, organized under the laws of, or ordinarily resident in a Sanctioned Country; or (z) any entity owned fifty percent (50%) or more, individually or in the aggregate, or controlled by one or more persons described in clauses (x) or (y).

Supplier shall comply with all applicable export control, trade compliance, customs, and regulatory requirements. If the delivery of any Goods or the performance of any Services is delayed, restricted, suspended, or prohibited as a result of any applicable export control law, regulation, governmental action, license restriction, or trade compliance issue attributable to Supplier, Company shall have the right to terminate this Contract, in whole or in part, immediately upon written notice and without liability.

In such event, Supplier shall promptly refund any amounts previously paid by Company for Goods not delivered or Services not performed and shall bear all costs, expenses, and risks associated with the return, recovery, disposal, or replacement of any affected Goods.

38. COMPLIANCE WITH LAWS: Supplier represents and warrants that it is, and shall remain, in compliance with all applicable international, federal, state, provincial, municipal, and local laws, regulations, rules, ordinances, orders, and codes of any governmental or regulatory authority having jurisdiction (collectively, "Laws"). To the extent any applicable Laws require due diligence activities, reporting, disclosure, recordkeeping, retention of documentation, or the collection of information, Supplier shall comply with such requirements and shall reasonably cooperate with Company in connection with Company's compliance obligations.

39. SUBCONTRACTOR FLOW-DOWNS FOR UNITED STATES GOVERNMENT CONTRACTS: Where the Goods or Services supplied under this Contract support a United States Government customer, or a customer funded in whole or in part by the United States Government, Supplier agrees to comply with the Supplemental Terms and Conditions for Orders Associated with U.S. Government Contracts published by Company and incorporated into this Contract by reference. Such terms may be amended or updated from time to time, and any such amendment or update shall not affect the continuing applicability of the requirements referenced therein.

Section J. Legal Boilerplate

40. ASSIGNMENT: Neither this Contract nor any of Supplier's rights or obligations hereunder may be assigned, delegated, or transferred by Supplier without the prior written consent of Company. Any such consent shall not release Supplier from, or otherwise alter, Supplier's obligations or liabilities under this Contract. Any attempted assignment, delegation, or transfer without Company's prior written consent shall be null and void.

41. MERGER AND MODIFICATION: This Contract constitutes the complete, exclusive, and fully integrated agreement between the parties with respect to the Goods and Services covered hereby. It represents the entire understanding of the parties and supersedes all prior or contemporaneous agreements, discussions, negotiations, representations, and understandings, whether written or oral, relating to the subject matter of this Contract.

The parties expressly agree that they shall not be bound by any agreement, promise, representation, or understanding not expressly set forth in this Contract.

The parties further intend that this complete, exclusive, and fully integrated agreement shall not be supplemented, modified, explained, or interpreted by reference to any course of dealing, course of performance, trade usage, industry practice, or other extrinsic evidence, except as otherwise required by applicable law.

This Contract may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both parties.

42. ANTI-WAIVER: No provision of this Contract shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent is set forth in a written document signed by the party against whom such waiver or consent is asserted.

43. CUMULATIVE REMEDIES: All rights and remedies provided under this Contract are cumulative and are in addition to, and not in lieu of, any other rights or remedies available to either party under applicable law, in equity, by statute, under any other agreement between the parties, or otherwise.

The exercise or partial exercise of any right or remedy by either party shall not preclude, limit, or waive the subsequent exercise of any other right or remedy available to such party, whether arising under this Contract or otherwise.

44. SEVERABILITY: If any provision of this Contract, or the application of any provision to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Contract, and the application of such provision to other persons or circumstances, shall remain in full force and effect and shall not be affected thereby.

45. SURVIVAL: Notwithstanding the expiration, termination, or cancellation of this Contract, any provision, right, obligation, representation, warranty, or remedy which by its nature, purpose, or context is intended to survive such expiration, termination, or cancellation shall remain in full force and effect and shall survive accordingly.

Without limiting the foregoing, all obligations relating to confidentiality, intellectual property, indemnification, warranties, audit rights, compliance requirements, payment obligations, and any other provisions that by their nature are intended to survive shall continue in effect following the expiration, termination, or cancellation of this Contract.

46. CHOICE OF LAW AND CHOICE OF FORUM: Any claim, dispute, controversy, or matter arising out of or relating to this Contract, whether based in contract, tort, statute, or otherwise, shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any such claim, dispute, controversy, or matter shall be brought exclusively before a court of competent jurisdiction located in Wilmington, Delaware, and the parties hereby submit to the exclusive jurisdiction of such courts. Supplier expressly waives any objection based upon venue, forum non conveniens, or lack of personal jurisdiction.